IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MITSUI SUMITOMO INSURANCE	§	
COMPANY OF AMERICA	§	
	§	
vs.	§	C.A. NO. H – 17 – 1677
	§	ADMIRALTY
SK SHIPPING CO., LTD.	§	

ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Mitsui Sumitomo Insurance Company of America files this Original Complaint against Defendant SK Shipping Co., Ltd. and respectfully will prove by a preponderance of the credible evidence:

1. This action arises from damage and loss to maritime cargos, maritime torts and/or breaches of maritime contracts. Accordingly, the Court has original jurisdiction of this admiralty and maritime claim under 28 U.S.C. §1333(1).

2. Plaintiff is a New York corporation with its principal office in Warren, New Jersey. At all times material, Plaintiff insured Hanwa American Corporation ("Hanwa") and/or the cargos. Plaintiff paid Hanwa for loss to the cargos under an insurance policy and/or is contractually and/or equitably subrogated to Hanwa's interest in the cargos. Plaintiff brings this action for itself and, as necessary, for every person

or entity that is or may become interested in the cargos.

3. On information and belief and at all times material, Defendant owned, chartered, managed and/or operated the M/V K. GARNET as a common carrier of goods by water for hire between various ports, including the Ports of Ulsan, South Korea and Houston, Texas. On information and belief, Defendant is a foreign entity not authorized to do business in Texas but, at all times material, did business in Texas by carrying cargos aboard a vessel or vessels to and from Texas, operating and/or managing a vessel or vessels in Texas navigational waters, entering into charter parties, bills of lading and/or other contracts of carriage in Texas, entering into charter parties, bills of lading and/or other contracts of carriage to be performed wholly or partly in Texas, and/or by committing a tort in Texas, each of which constitutes doing business in Texas in accordance with §17.042 of the Texas Civil Practice & Remedies Code. On information and belief, Defendant is a non–resident as that term is used in Subchapter C of Chapter 17 of the Texas Civil Practice & Remedies Code but has not designated or maintained a resident agent in Texas. Alternatively, although Defendant may not be subject to the jurisdiction of the courts of general jurisdiction of Texas or any other state, Plaintiff's action arises under federal law and, on information and belief, Defendant has sufficient national minimum contacts with the United States as a whole. The exercise of personal jurisdiction over Defendant is consistent with the Constitutions and other laws of the United States and Texas. Accordingly, serving Defendant with a summons is effective to establish personal jurisdiction over it. Defendant can be served

by serving the Texas Secretary of State. Process or notice can be sent to Defendant at its home office at 26, Jong–ro, Jongno–gu, Seoul, 03188, Republic of Korea.

4. On or about January 31, 2016, Hanwa's shipper tendered in good order and condition to Defendant at Ulsan cargos of ERW steel pipes. Defendant had agreed safely to receive, handle, load, stow, secure, carry, discharge and deliver at Houston the cargos in the same good order and condition as when received, in consideration of paid freight charges. Defendant acknowledged receipt of the cargos in good order and condition and, accordingly therewith, issued at Seoul, South Korea various bills of lading, including Bills of Lading Nos. SKSMULHU 1670001 through 1670006, free of exceptions or other notations for loss or damage, and loaded the cargos aboard the M/V K. GARNET.

5. On or about March 29, 2016, the M/V K. GARNET arrived at Houston where Defendant later discharged the cargos, not in the same good order and condition as when received but, on the contrary, much of the cargos was dented, bent, bowed, nicked, gouged, smashed, crushed, out of round, flattened, compressed, chafed, stained, rusted, corroded, contaminated, stained, scratched, short, slack, missing, never delivered and/or otherwise physically damaged or lost. The loss and Plaintiff's resulting damages proximately resulted from Defendant' acts and/or omissions constituting negligence, breach of contract, breach of bailment, violation(s) of the duties of a common carrier of goods by water for hire and/or failure to perform services in a workmanlike manner.

6. Plaintiff proximately has sustained damages exceeding $34,401.55 plus interest dating from January 31, 2016, demand for which has been made upon Defendants but which they refuse to pay.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Mitsui Sumitomo Insurance Company of America prays that this Honorable Court adjudge that Defendant SK Shipping Co., Ltd. is liable to Plaintiff for its alleged damages, pre–judgment interest, post–judgment interest, court costs and all other relief as justice and equity allow.

Respectfully submitted,

SHARPE & OLIVER, L.L.P.

By______________________

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